

**Superior Court of California
County of San Diego**

HALL OF JUSTICE
330 WEST BROADWAY
PO BOX 120128
SAN DIEGO CA 92112-0128

CIVIL MEDIATION
PROGRAM

MEDIATOR
MANUAL

MARCH 2006

Civil Mediation Program
San Diego Superior Court
Guidelines, Policies and Procedures

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Section 1

Panel Qualifications and Continuing Requirements

The court will be accepting applications twice a year, in October and March. Successful applicants who apply in October will be placed as of January 1st of the following year, and successful applicants who apply in March will be placed on the list as of July 1st of the same year.

A. To qualify for the Civil Mediation Program mediator panel, applicant must satisfy all the following requirements:

1. Education Requirement:

- a) Have a college degree;
- b) Complete at least thirty (30) hours of mediator training from a recognized training provider.

The 30 hours must include at least one basic/ introductory mediator training course consisting of ten (10) hours of classroom training and ten (10) hours of experiential training (e.g., role playing, as outlined by the California Dispute Resolution Programs Act guidelines) and 5 hours of advanced training or specialized training (i.e. bar association or other MCLE programs pertaining to mediation skills).

2. Experience Requirement:

Eight (8) mediations of two (2) hours or more in duration during the past three (3) years. Specifically:

- a) At least four (4) of the eight (8) mediations need to be general civil cases i.e. breach of contract, personal injury, homeowners association, construction, debtor-creditor, real estate, employment, consumer-merchant, neighborhood conflicts. Only two (2) mediations in each of the following categories may apply towards the experience requirement:
 - Small Claims and Small Claims appeals
 - Family law including: child custody, child support, property division, debt division, alimony, visitation, or parenting plans, parent-teen
 - Victim offender issues
 - Criminal diversion
 - Juvenile dependency
 - Probate
- b) Only “co-mediations” conducted through a recognized community based mediation center that utilized a “co-mediation model” may apply toward the experience requirement.

- c) Settlement conferences conducted as mediations or that become mediations shall not be applied towards this requirement.
- d) Arbitrations that became mediations or “med-arb” shall not be included. “Mediations” refers to number of cases mediated, not number of mediation sessions.

3. **Disclosure, Disqualifications and Record Keeping Requirements**

Comply at all times with California Rules of Court 1580.1(b) and Code of Civil Procedure Section 170.1. All disclosures and disqualifications must be in writing and the writing must be maintained for 4 (four) years following completion of the mediation. Mediators must have the disclosures and disqualification documents available to the court upon request. Failure to fulfill these requirements is grounds for the mediator’s termination from the program.

4. **Other Requirements:**

- a) Maintain a primary mediation practice or primary place of business within San Diego county (including a San Diego county business address and phone number) and conduct all sessions in facilities that are considered professional and appropriate for mediation by the court (i.e. mediation offices, law firms, bar association offices or other appropriate conference room facilities);
- b) Provide the court with three references. Two references must be from a person who appeared before you in a mediation (as a party or an attorney); the third reference may be from someone who is familiar with your mediator skills;
- c) Provide the court with a written explanation if you have ever been 1) charged with, pleaded guilty or no contest to, or convicted of, the violation of a felony or misdemeanor; or 2) suspended or subject to disciplinary action as a result of an investigation from any professional organization, public entity or mediation program. The court will take the explanation and circumstances under consideration as it reviews the application.
- d) Have never been declared a vexatious litigant;
- e) Agree to either (1) obtain and maintain insurance covering services as a mediator and to name the Superior Court as an additional insured; or (2) waive any and all claims against the Superior Court in connection with mediating court-referred mediations and to indemnify and hold the court harmless as set forth below; those mediators choosing to proceed with the purchase of insurance shall file their Certificate of Insurance by January 15 of each year, or within 30 days of acquiring insurance.

For those who do not file a certificate of insurance naming the court as an additional insured by January 15 of each year of participation in this program, the following shall apply:

The mediator shall indemnify, defend and hold harmless the Superior Court and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims, liabilities and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs and attorney fees) occurring or resulting to any and all persons, firms, corporations or other third parties arising out of or in connection with the mediator's performance and/or services provided as a mediator under this program, notwithstanding the form in which any such action is brought (e.g.: tort, contract, or otherwise), to the extent that all such claims, liabilities and losses arise directly or indirectly from acts, errors, or omissions that constitute negligence, willful misconduct, or violations of law or policy, by the mediator or his or her agents. This shall not apply to injuries or damage for which the Court has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of a mediator to indemnify shall include the duty to defend as set forth in section 2778 of the California Civil Code.

- f) Attend a program orientation session and any other mandatory meetings required by the court;
- g) Agree to authorize the court to place mediator information on the court's web site and to publish the Mediator Profile in the court's mediator directory;
- h) Agree to not advertise or promote yourself as a "Superior Court Approved" mediator.

B. To maintain panel status, you must:

1. Provide the court with current and updated San Diego county address and biographical information, including the San Diego county address of the ADR firm or agency that handles administration for the mediator and direct contact information for the mediator, including phone number and email address;
2. Have mediated at least one case referred under the Civil Mediation Program in the past 24 months. The operative date to determine mediation shall be the date of referral and not the date the case is actually mediated;
3. Complete four (4) hours of approved continuing education annually focused on mediation skills, process and standards. At least one hour of continuing education should focus on disclosure and disqualification issues;

4. Comply with the court's procedures regarding mediation timelines, case administration, party notification, post mediation paperwork and program evaluation;
5. Promptly notify the court in writing if declared a vexatious litigant, the subject of any criminal proceedings (except infractions) or of any proposed or pending disciplinary action by any professional organization, public entity, or mediation program; and

Section 2 Compensation

1. All mediators on the Civil Mediation Program panel will abide by the court's payment schedule:

\$150.00 per hour for the first 2 hours; hour 3 and beyond: the mediator's individual per hour rate.
2. Mediators will be compensated directly by the parties. The fees and expenses of mediators must be shared equally between the parties, unless otherwise agreed. Mediators will be responsible for the collection of fees. The court will not assist with collection or other fee dispute issues pertaining to mediation under the Civil Mediation Program.
3. The \$150.00 per hour rate applies to actual mediation session hours and supplemental mediation discussions between the mediator and one or more of the parties. Mediators will not be compensated by the parties for any additional hourly fees for intake, scheduling, administration, preparation, case evaluation time or for the securing of mediation facilities associated with the first two hours of the mediation session.
4. No additional mediator fees may be charged to the parties for the first two hours of the court referred mediation session; however the mediator may collect deposit and cancellation fees. There shall be no set-up fees, file or brief review fees, or other charges in advance of the mediation. Violation of this section may result in the immediate removal of the mediator from the Court-approved list.
5. A mediator may require no more than a two (2) hour case minimum (i.e. may not ask the parties to pay a non-refundable deposit of more than two (2) hours). Any portion of the fee paid to reserve time beyond two hours must be refunded to the parties if the time is not used.
6. Mediators must declare their individual hourly rates and any deposit, cancellation or other policies in their mediator profile. In addition, parties must be notified in writing upon receiving a referral from the court and prior to the beginning of the first mediation session of the mediator's hourly rate and any deposit, cancellation or other policies.

Section 3

Case Limits and Panel Descriptions

A. Case Limits:

Under the Civil Mediation Program, the court may impose case limits depending on the mediator's caseload. In no instance will the mediator be assigned more than 100 active cases at any one time.

B. Panel Descriptions/Lists:

Panel lists will be available in the Arbitration/Mediation offices of each court location and on the court website at: www.sandiego.courts.ca.gov/superior/ADR. The new mediator panel list will be organized alphabetically, and by panelist subject area expertise/background to assist parties in their selection.

The Court will make the mediator profiles available to the parties to assist in their selection. The court does not independently examine or guarantee the designation of "subject area expertise" or "types of disputes handled" on the mediator profile. Mediators are expected to be entirely candid and accurate in the representation of their background and areas of expertise.

Section 4

Mediation Location

It is the expectation of the court that each mediator will maintain a mediation practice or primary place of business in San Diego County. It is also expected that all sessions will be conducted in facilities that are professional and considered appropriate for mediation (i.e. mediation offices, law firms, bar association offices or other appropriate conference room facilities).

Furthermore, it is expected that mediators will arrange their own mediation facilities. Mediators who do not have access to conference rooms or other appropriate facilities in their offices shall not rely on counsel offices. Alternative arrangements will need to be made, unless the parties request or prefer to conduct sessions in their own offices. Court facilities may not be used for mediations, unless the Mediation Program Administrator requests or requires that the mediation be conducted in the courthouse.

Mediators must ensure that the mediation location can accommodate persons with disabilities. Written guidance concerning the responsibility of mediators to provide disability accommodation can be found at:

http://www.ccdc.gov/mediate/ada/ada_mediators.html and
http://www.ccdc.gov/mediate/ada/ada_parties.html.

Section 5 Resignation and Retention

Any panel member may resign at any time by communicating in writing with court staff, with the understanding that all cases referred to the mediator will be completed and all forms/program-related materials will be submitted.

It is a goal of the San Diego Superior Court to encourage excellence in mediation practice by setting guidelines, policies and procedures that promote honesty, impartiality and integrity in mediation. The California Rules of Court outline the court's expectation that mediators conduct themselves in accordance with the highest ethical standards. Mediators will be expected to comply with all requirements outlined by the Guidelines, Policies and Procedures and the Rules of Court.

The court may use informal or formal means to deal with complaints and/or issues relating to panelists and maintaining excellence in the practice of mediation under the Civil Mediation Program. If a complaint against a mediator is made, the court shall determine whether the mediator will be removed from the active list pending investigation of the complaint.

In the event a mediator does not comply with the provisions of the Mediator Manual in order to maintain panel status, the court may remove a mediator for noncompliance. Once removed, the mediator will have to resubmit an application when the court is accepting such applications. The applicant must again be approved in order to be added back to the panel list.

Mediators serve at the pleasure of the court and may be removed from the panel at any time at the sole discretion of the court without cause.

Section 6 Ethical Standards of Practice For Court Connected Mediators and Complaint Procedures

All Civil Mediation Program Panel Mediators must adhere to the Rules of Conduct for Mediators in Court Connected Mediation Programs for Civil Cases pursuant to California Rules of Court 1620 et seq.

Pursuant to California Rules of Court 1622, the court has developed the following complaint procedure:

1. All complaints or issues concerning the conduct of a Mediator who is on a San Diego Superior Court Mediation Panel(s) shall be referred initially to the Mediation Program Administrator, Linda Craig.
2. If the Administrator determines the complaint or issue, on its face:

- a) Can be handled informally by the Administrator, the Administrator will do so;
 - b) Cannot be handled informally by the Administrator, the Administrator will refer it to the Chair(s) of the Bench ADR Advisory Committee.
3. If the complaint or issue is referred to the Chair(s) of the Bench ADR Advisory Committee, the Chair(s) will determine if the complaint or issue should be handled in another manner.
 4. All grievances filed and proceedings of the Administrator and the Chair(s) of the Bench ADR Advisory Committee will be confidential unless and until public disciplinary action is imposed (see *Standards of Judicial Administration* 16).
 5. The court may, in its sole discretion, reprimand a Mediator, remove a Mediator from the Mediation Panel(s) or otherwise prohibit a Mediator from receiving future mediation referrals from the Court if the Mediator fails to comply with the rules of conduct for Mediators pursuant to CRC 1620 et seq.
 6. The court may determine whether the mediator will be removed from the active list pending investigation of the complaint
 7. The court may determine if and under what circumstances the complainant should be notified as to the outcome of the complaint.
 8. Violation of the program guidelines, policies and procedures constitutes grounds for termination from the program, and reinstatement may be denied.

Section 7

Information about the Civil Mediation Program and Contact Information

Eligible Cases: All General Civil, Complex, Construction Defect, Eminent Domain, and Probate cases are eligible. No limited civil collection (Account Stated) cases are eligible at this time.

At Filing: Plaintiff will receive an ADR Information Package and a Blank Stipulation to Use ADR. This package must be served on all defendants with a copy of the complaint. The ADR Information Package includes the court's ADR Policy Statement that states:

"It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation and arbitration programs or other available private ADR options as a mechanism for case settlement before trial."

Case Management Conference: Takes place approximately 150 days after filing. The Mediation Assessment Form is no longer required; only the Case Management Conference Statement.

Time for Mediation: Cases will generally be referred to mediation for 90 days. However, the judge may feel additional time would be useful.

Mediator Selection: Parties are asked to select one (1) mediator and one (1) alternate on the day of the Case Management Conference. Parties may refer to the Civil Mediation Panel Listing, Mediator Profile Directory or the court's web site to assist with selection.

Mediator Rates: Mediators on the court's list have agreed to provide mediation services for \$150.00 per hour for each of the first two (2) hours and their individual rates thereafter. Mediators have their own deposit, cancellation and case minimum policies, which are not inconsistent with the requirements of this manual.

Scheduling Mediation: The mediator will contact the parties to schedule the mediation session.

Extension of Time: Parties may either file a stipulation with the assigned IC department or contact the mediator who will request an extension from the court.

Contact Information: ADR Phone Line: (619) 531-3818

Chay Wright, Mediation Program COC II (619) 531-3718
The court's web site: www.sandiego.courts.ca.gov/superior/ADR

Section 8

Specific Instances that the Court Delegates Authority to Mediator

Attendance/Who Shall Attend and Mediators Authority to Excuse.

Local Rule 2.31(g): The local rules provides “that trial counsel, parties and persons with full authority to settle the case shall personally attend the mediation, unless excused by the court for good cause. If any consent to settle is required for any reason, the party with the consent authority shall be personally present at the mediation. If no trial counsel, party or person with full settlement authority to settle a case is personally present at the mediation, unless excused for good cause, the party who is in compliance may immediately terminate the mediation.”

The court grants to the mediator its authority to excuse participants for good cause. It also grants to the mediator its authority to determine if persons with settlement authority can attend the mediation telephonically. The court discourages mediators from allowing adjusters to be on telephonic stand-by to review a settlement at the end of the mediation session when they have not been part of the mediation discussions; and instead encourages mediators, who allow telephonic participation, to require the adjuster to participate for the entire session.

Per local rule, all parties are required to attend the mediation session and every effort should be made to encourage attendance. The court acknowledges that it is standard practice in Auto/PI cases where liability is not contested for insured defendant drivers to not attend or participate in the mediation. However, in cases where liability is contested or in most other mediation cases, all parties should attend the mediation unless excused for good cause.

The court delegates its authority to mediators to require mediation briefs, statements or other mediation materials. If the mediator requires that materials be sent, he/she should notify parties directly in writing and include a time deadline for the service of the materials

The assigned IC department and the ADR Office should not receive copies of pre-mediation materials, pursuant to mediation confidentiality provisions.

Section 9

Selection and Appointment of Mediators

A. Assignment of Cases

Mediators under the Civil Mediation Program may receive cases in 3 ways:

1. After parties stipulate to mediation at the Case Management Conference
2. After parties file a stipulation to mediation before or after the CMC
3. If the primary mediator declines and the alternate is appointed.

B. Notice to Mediators

Mediators will receive an Appointment of Mediator Notice upon their assignment to the case. The notice indicates their appointment as mediator, the case name, the names of all counsel and their party affiliation (i.e. D = Defendant; P= Plaintiff) and/or the names of persons appearing in pro per (without counsel) and their affiliation (i.e., DP= Defendant appearing in a self represented capacity; PP = Plaintiff appearing in pro per), the effective date of the appointment, when the case is due and that the case is party paid. Copies of the Appointment Notice are also given to all counsel and self represented parties in the case.

Mediators receive the same Appointment of Mediator Notice for all cases and will not know if the parties have stipulated to mediation or if they were selected as the alternate.

The Appointment form may not always list all persons associated with the case; for example, those with settlement authority and clients are not listed. When initial contact is made with counsel, inquire about the case type and all persons involved with the case so that scheduling and conflict checks can be made.

If you receive an Appointment of Mediator notice at any time in the life of the case, the case is always considered a court case for paperwork purposes.

C. Mediator and Alternates

In all cases sent to mediation, the parties must designate a mediator and one alternate. The alternate will be appointed in a matter in the event the primary mediator is unable to serve. Mediators may not arrange their own alternates for matters they cannot mediate.

Section 10 Timelines for Administering and Mediating Cases

A. Accepting the Appointment

Within the first 10 days of the original appointment: Mediators must assess whether they can mediate the matter assigned. This initial assessment should include a conflicts of interest check of the parties/counsel listed on the Appointment of Mediator Notice pursuant to the CRC 1620 et seq. and an assessment of their own calendars to determine if the matter can be mediated within the court's time frame. If a mediator is unable to mediate the matter, they must notify the Mediation Program Office AND the parties to decline **within 10 days** of receiving their Appointment of Mediator notice.

After the first 10 days of the original appointment: Mediators should contact the all counsel and parties appearing in pro per that are listed at the bottom of the Appointment of Mediator Notice as soon as practicable to determine the names of all counsel, all parties and all persons with settlement authority who will be attending a mediation session so that appropriate disclosures can be made and to arrange a date to conduct the mediation. The Mediator will specifically comply with the requirements of CRC 1620.5 and CCP 170.1. Mediators should also make sure no additional parties have been added to the case since the time of the court's order. It would also be appropriate for mediators to personally assess if they have the skills, knowledge and ability to meet the demands of the case.

B. Declining the Appointment

If a mediator is unable to mediate the matter, he or she must notify both the Mediation Program Office AND the parties to decline.

If a mediator is unable to accept an appointment, the alternate will be appointed in the matter. Please note that the alternate must schedule and complete the mediation session within the original appointment timeframe. Because of the limited amount of time a case can be in mediation, it is extremely important that matters be returned to the court in a timely fashion. The court, the alternate and fellow mediators will appreciate the speed in which the mediator handles this process.

If, after the initial 10-day period, it becomes apparent that the mediator is not available to schedule or reschedule the matter due to calendar or other conflicts, the case should be returned to the court so that the alternate may be appointed. If the case is scheduled for mediation and the parties must postpone, causing the mediator to become unavailable, the mediator should send the case back to the court via statement of agreement/non-agreement so that the alternate may be appointed or sent back to the department.

C. Other Issues:

Case Limits: Under the mediation program, mediators will be limited to 100 active cases at any one time. This will allow the mediator to conduct 2 sessions per day for

cases assigned within a 90 day period. The court requests that the mediator return cases within the 10-day period if the limit has been met or if the mediator's schedule cannot accommodate the caseload, so that the alternate may be appointed. A mediator may limit assignments by notifying the ADR office.

Time Away. Mediators planning to be out of town or unable to accept appointments for a specific time period, must notify the ADR office as soon as possible so that we may note the unavailability in the court's case management system and temporarily suspend appointments.

D. Timelines to Schedule the Mediation Session

Each case is different and will be placed in mediation for time period designated by the court based on conversations between the court and the parties. Please refer to the Appointment of Mediator notice which specifies the "effective" date and the "to be completed by" date. Please carefully review this notice to determine timeframes, as they will vary from case to case.

The court requires that cases be scheduled for early mediation. **If a case has been sent to mediation for 60 days**, we recommend that the case be **set for mediation 30-45 days** after the order to mediation. This should give parties adequate time to complete the discovery needed for the process, and give the mediator some leeway should the parties need to reschedule the session or conduct a second session.

If the case has been sent to mediation for 90 days, we recommend that you **schedule the case no later than day 75**, to allow for some flexibility in the event of rescheduling. Parties may pressure mediators to schedule cases for day 80 and beyond (of a 90-day order). The court's experience shows that scheduling a case this late in the term often results in cancellation and/or non-mediation of the matter; therefore we strongly encourage you not to set mediations this late in the term.

If the mediator cannot schedule the session within the initial time frame because the parties cannot agree on a date, or if the mediator is having difficulty making contact with the parties, complete the Statement of Agreement/Non-Agreement and return it to the ADR Office, so that the court may track these scheduling problems.

E. Granting Extensions

Under the Civil Mediation Program, the mediator does not have any authority to grant an extension of time to mediate. If the parties need more time, the mediator may contact the ADR Office with a proposed new date and staff will contact the assigned IC department to see if they will informally grant an extension. The Mediator may also have the parties file a stipulation to extend mediation that includes the new mediation date. If an extension has been granted, a "Reappointment of Mediator" notice will be sent.

Please also note that there may be instances when counsel and parties will request a second session after the term of the court's order has expired. Please call the Mediation Office so that an extension can be arranged and a "Reappointment of Mediator" Notice issued from the court. If the case is mediated without a court extension, the mediator is still required to complete paperwork in the case "Once a court case, always a court case" – in terms of paperwork.

Section 11

Notice to the Court and the Parties

Once the case has been scheduled for mediation, mediators must notify the parties:

A. Notice to the Parties

For every case assigned, the parties must receive written confirmation of the session date and location. The notice must also include:

- The mediator's procedures for handling mediation briefs;
- The term of the court-referred mediation, including the date mediation must be completed by the "To Be Completed Date" noted on the Appointment of Mediator Notice.
- Parties pay for mediator fees.
- Fees for the session – Both the reduced rate of \$150.00 for each of the first 2 hours and your hourly market rate (even if the mediation is only scheduled for 2 hours) must be outlined. In addition, any other fee requirements must be disclosed, including deposit fees (if the fee is refundable and under what circumstances), cancellation fees, and any administrative/case management fees (**applicable to hour 3 and beyond only**).
- Mediators are required to outline specific issues required by California Rules of Court 1620 et seq. in this letter, including any disclosures or an explanation of Mediation Confidentiality pursuant to the Evidence Code sections 703.5 and 1115 et seq.; CRC 1620.5 and CCP §170.1. These disclosures shall be in writing.

B. Mediator Requirements re: Providing Information to the Court

Statement of Agreement/Non-Agreement (ADR Form 100):

A Statement of Agreement/Non-Agreement must be returned in every case.

Timeline to return:

The Statement of Agreement/Non-Agreement is due 10 days after the mediation is over – but in no event later than 10 days after the case is due back to the court.

C. Special Circumstances that impact the Statement of Agreement/Non-Agreement:

- ✓ If the case was not mediated, please return the Statement of Agreement/Non-Agreement and check Case Not Mediated.
- ✓ If you conducted a mediation session, the parties want to schedule a second session but the order is about to expire, return the Statement of Agreement/Non-Agreement and check Mediation Has Not Ended. If the Court grants additional time for mediation, a new Statement of Agreement/Non-Agreement with Reappointment of Mediator notice will be sent.
- ✓ No other information may be communicated to the court on the Statement of Agreement/Non-Agreement, pursuant to confidentiality protections. Any additional information should be communicated to the Mediation Program Office and not to the assigned judge.
- ✓ If you were once notified that a case was referred to the court via an appointment of Mediator notice – you must always notify the court of any additional case resolution, regardless if you were reappointed. Check the box at the top that says Supplemental.

Please send these forms for processing to the branch location which ordered the case to mediation.

Section 12 Conducting the Mediation Session

Mediation vs. Settlement Conference/Early Neutral Evaluation

The court defines mediation as “a dispute resolution process in which a trained third party neutral (known as a “mediator”) (1) facilitates communication between disputants, and (2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties’ underlying interests, needs and priorities. The mediator is not the decision-maker and does not resolve the dispute; the parties do. Mediation is a flexible, informal and **confidential** process that can be less stressful than a formalized trial.”

Mediation is a party-centered process based on the principles of self-determination and confidentiality. The parties retain the right to determine the type of mediation session they want, and whether or not they choose to resolve the case in mediation. A mediator may employ a variety of techniques, styles and models of mediation during the mediation process. In an attempt to reach an informed, voluntary agreement. Appropriate mediator behavior may include, but is not limited to:

- Providing information about the process
- Addressing obstacles in communication
- Assisting the participants in defining the issues
- Providing impartial substantive information
- Exploring alternatives for resolution
- Building the capacity of the parties to make an informed decision

At the parties request, a mediator may offer a personal evaluation or opinion of a set of facts as presented, **which should be clearly identified as such.**

Under the court’s program, mediators may offer a personal evaluation or opinion but only at a parties’ request and as a tool used during the mediation. The court strongly discourages mediators from offering opinions about the case early on in the process.

Section 13

Ethics and Court Standards of Practice

As a condition of panel membership, you must comply with the California Rules of Court 1620 et seq. There are several issues that must be raised with either parties or participants pursuant to these rules. In addition, each mediator must read the ethical provisions for conduct and be able to independently assess their own ability to handle each case. Specifically, written compliance with CRC 1620.5 and CCP §170.1 is required in every mediation.

Please also see the Mediator Manual for the Grievance Procedures in the event a complaint is filed against a mediator.

As a minimum, the rules require that 8 issues be raised with the parties at or before the commencement of each mediation session:

- Conflicts of interest: The SDSC requires that immediately upon appointment a mediator check his or her data base to ensure that there are no conflicts as defined by CRC 1620.5 and/or CCP §170.1 so that an alternate mediator can be assigned. If the potential conflict does not require immediate recusal, it must be disclosed in writing to the parties before the mediation begins to give them an opportunity to object. The objection procedure is further defined by the rule.
- The mediator must inform the parties at the outset of the first session that any resolution requires the voluntary agreement of the parties. 1620.3
- At or before the first session, a mediator must provide the participants a general explanation of the confidentiality of the mediation proceedings. 1620.4(b)
- If the mediator speaks separately with one or more participants, the mediator must first discuss with all participants the mediator's practice re: confidentiality for separate communications with the participants. 1620.4 (c)
- At or before the outset of the mediation, the mediator must provide all participants with a general explanation of the nature of the process, the procedures to be used, the roles of the mediator, the parties and other participants. Mediator should also discuss his or her style. 1620.7 (c)
- A mediator must inform all participants, at or before the outset of the first mediation session, that during the mediation, he or she will not represent any participant as a lawyer or perform professional services in any capacity other than as an impartial mediator. 1620.7 (d)
- A mediator must disclose any personal or financial interest if recommending other services. 1620.7 (e)
- Before commencing mediation, a mediator must disclose in writing to the parties any fees, costs or charges to be paid to the mediator by the parties.

OTHER RULES OF INTEREST

- Competence: A mediator must decline to serve or withdraw if the mediator determines that he or she does not have the requisite skill, knowledge and ability to conduct the mediation effectively. 1620 (d)
- Diligence: Mediator must make time available. (No double booking, cancellations etc. In case of an emergency, please call the Program office.)
- Do not combine mediation with any other ADR process. 1620.7
- Settlement Agreements: A mediator may present possible settlement options and terms for discussion. A mediator may also assist the parties in preparing a written settlement, PROVIDED that in doing so, the mediator confines the assistance to stating the settlement as determined by the parties. 1620.7 (h)
- Termination: The mediator may suspend or terminate the mediation or withdraw as mediator when he or she reasonably believes the circumstances require it, including whether he or she suspects that:
 - The mediation is being used to further illegal conduct
 - A participant is unable to participate meaningfully in negotiations
 - Continuation of the process would cause significant harm to any participant or third party. 1620.7 (i)
- Marketing: Make no representation that you are a court-sponsored, court-licensed, or court approved mediator. 1620.8

Section 14 Governing Program Policies and Procedures

The court's Mediator Manual requires that mediators must comply with the court's procedures regarding mediation timelines, case administration, party notification, and post mediation paperwork and program evaluation.

To assist you in your compliance, all rules, policies and procedures that govern the Civil Mediation Program and mediator requirements are outlined in the following documents:

1. San Diego Superior Court Division II, Local Rule 2.31
2. The Mediator Manual
3. Mediator Updates (that outlines new policies or requirements)
4. Any special mailing to panelists that outlines new requirements or expectations
5. California Rules of Court 1580 and 1620 et seq.

Declaration

I, _____ declare that:

1. I have read and agree to abide by the Rules of Court for Mediators as set forth in California Rules of Court 1620, et seq.;
2. I further have read and agree to abide by CRC 1580, et seq., CCP §170.1, E.C. §703.5, E.C. §1115, et seq.
3. I further have read and agree to abide by the provisions of the San Diego Superior Court's Mediator Manual.

Date: _____

Name: _____

Signature: _____